# **EXHIBIT 1**



#### Pearson Education

80 Strand London WC2R ORL

Delivery to:

JORDAN

**AMMAN 11953** 

Email: enq.orders@pearson.com VAT reg No: GB 278 5371 21 EORI No: 278 5371 Registered number 872828 Registered in England & Wales

#### Invoice No:

To be paid by:

Customer Acc No:

Page No:

2 of 2

Your VAT NO. (if applicable):

Invoice date / tax point:

Type of supply:

Terms of sale:

Free Carrier

Sale

Please see the Terms & Conditions of Sale for contact details

## Payment Detail

Credit Transfer HSBC Bank Plc City of London Corporate Office A/c no: 37737913 Sort code: 40 05 15 Swift code: MIDLGB22

> Cheque payable to Pearson Education Ltd Edinburgh Gate Harlow Essex CM20 2JE United Kingdom

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9780134508672

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9781292118703

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Ezell: Teaching Today's Health \_ 10

Wingerd: Unlocking Medical Terminology 2

Knox: Urbanization 3

COMMODITY TOTALS Qty=1337 Value=

Total Goods:

USD

\*\*\* IMPORTANT CUSTOMER MESSAGES \*\*\* Balance of order to be supplied from

All transactions are subject to Pearson Education's standard Terms & Conditions of Sale, which are set out on the last page of this document

Operator Doc-Type INVN

Batch No OF THE PERSON Country 8310

Books

Despatched By

Total Oty Total Lines

1337

Weight 5769.20 Delivery A/c

Total VAT:

Total Invoice: USD Totals are printed twice on a multi-pa



McGraw-Hill Education (UK) Limited 338 Euston Road, London, NW1 3BH Telephone Maidenhead +44 (0)1628 502500 Fax +44 (0)1628 502167

http://www.mheducation.co.uk

VAT REG. GB 151 8706 10 EORI 151870610000

INVOICE

Promotional Code: 1

SHIPPING ADDRESS

Invoice Number

Invoice Date 2017

Account Number

Type Of Supply

EXPORT TRADE

Shipping Method

**Dollar Payment Details:** Sort Code 40-05-15 Account No 77219313 Swift MIDLGB22 IBAN GB40MIDL400515



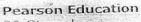
Customer Unit Reference Weig	t Qty ht Shipped	I.S.B.N.	Author / Title	Price	Discount Rate	Net Amount	VAT Rate
and the second s	50	9780071822794	Burns EDITION 3 - AACN Essentials of Critical Care Nursing	1			
	30	9780071822923	Burns EDITION 3  AACN Essentials of Progressive Care Nursing				
¥	25	9780071769679	Malanga EDITION 1 Atlas of Ultrasound-Guided Musculoskeletal Injections				
	50	9780071769235	Klaassen EDITION 8 Casarett & Doull's Toxicology				
	40	9781259420474	Rothaermel EDITION 3 Strategic Management				
	20	9781259584756	Bodenheimer EDITION 7 Understanding Health Policy				
	40	9781259179396	Ferrell EDITION 10 Business: A Changing World	2			
Shipping Point			**************************************		SUB-TOTAL	Continued	and and the second second
the product passe	s on despatch fr	om McGraw-Hill's ware	* WITHIN 90 DAYS OF THE INVOICE DATE  ***********************************	******	VAT		

we see fit, including reclaiming any goods for which we have not received payment.

Please refer to our Terms & Conditions on the website listed below for details. This invoice is subject to our standard Terms & Conditions of Sale. Please refer to our Web site www.mheducation.co.uk/non-trade-terms Registered No. 7989106 England. Registered Office: McGraw-Hill Education (UK) Ltd,338 Euston Road, London, NW1 3BH

AMT DUE





80 Strand London WC2R ORL

Email: enq.orders@pearson.com VAT reg No: GB 278 5371 21 FORI No: 278 5371 Registered number 872828 Registered in England & Wales

### Delivery to:



#### Invoice No:

To be paid by

Customer Acc No:

1 of 2

#### Your VAT NO. (if applicable):

Invoice date / tax point:

Type of supply:

Sale

Terms of sale:

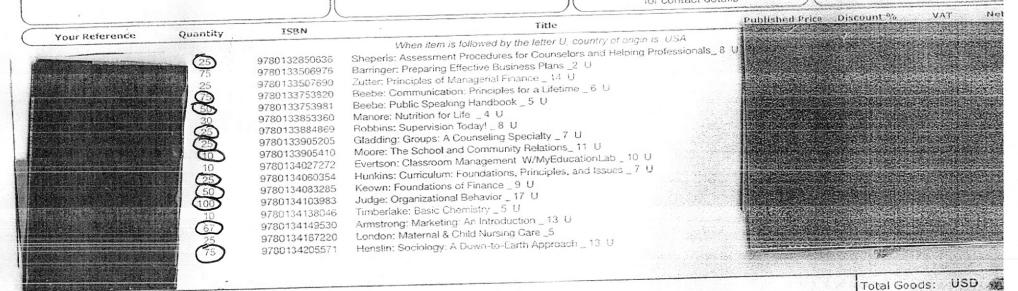
Free Carrier

Please see the Terms & Conditions of Sale for contact details

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· · · IMPORTANT CUSTOMER MESSAGES · · · Balance of order to be supplied from

Total VAT

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Operator Doc-Type INVN

Batch No

8310

Despatched By

Total Qtv

Weight 5769.20 Delivery A/c 

Total Invoice: USD Totals are printed twice on a rr

#### **ENQUIRIES**

Penguin Group:

UK & Ireland enquiries: penguincsnational@tbs-ltd.co.uk Tel: 01206 256 163 Fax: 01206 256 052

International enquiries: penguincsinternational@tbs-ltd.co.uk

Tel: +44 1206 256 168 Fax: +44 1206 255 913

Pearson Customer Operations

Pearson Education:

UK and Ireland:

Trade & General enquiries Tel: +44 (0)845 313 6666

Schools & Colleges enquiries: Tel: +44 (0)845 630 1111

International enquiries: Tel: +44 (0)1279 62 3925

Pearson Assessment Customer Operations:

> Halley Court Jordan Hill Oxford OX2 8EJ

All UK & International enquiries: Tel: +44 (0)845 630 8888 Fax: +44 (0)845 630 5555

- Telephone calls to 084 numbers cost 3p per minute plus your phone company's access charge.
- Fax calls to 084 numbers cost 1p per minute plus your phone company's access charge.

Penguin Books Ltd. Central Park Rugby CV23 0WB

#### STANDARD TERMS AND CONDITIONS OF SALE OF PENGUIN BOOKS LIMITED, DORLING KINDERSLEY LIMITED AND PEARSON EDUCATION LIMITED FOR TRADE CUSTOMERS

 (a) These terms and conditions apply to trade customers. For Pearson Education Limited purchasers who are not trade customers (for example, an educational institution or other non-trade instiness, an individual consumer, a teacher or other individual purchasing on behalf of an educational institution) the applicable purchase terms and conditions are at.

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and/or such terms as are accepted by a purchaser or user when accessing or downloading a digital product.

For Penguin Books Limited or Darling Kindersley Limited purchasers who are not trade customers the applicable terms are the terms of sale on Penguin's or DKs website found shall be treated as website gurd-basers), and those can be viewed at http://www.penguin.co.uk/nd/Ecompreces/ShoppingCart#store\_terms and http://www.penguin.co.uk/nd/Ecompreces/ShoppingCart#store\_terms and http://www.penguin.co.uk/nd/Ecompreces/ShoppingCart#store\_terms and http://www.penguin.co.uk/nd/Ecompreces/ShoppingCart#store\_terms

(b) In these terms and conditions

"We' or "us' means Proigum Books Limited. Darling Kindersley Limited or Pearson Education Limited: as the case may be: "You" means the purchaser of Goods. "Goods," means are goods, sold by us;

"Insolvency Event" means i) in respect of you, when any petition, application or totice is filled, order made or any other step taken in any jurisdiction with a view to (a) your backruptcy, winding up. liquidation, administration, dissolution or similar process (b) the appointment of an administrator, administrative receiver. In quidator, truster in hadropacy or similar office (in each case whether out of court or otherwise) (c) the enforcement of any security over your assets, (d) your making a composition with your creditions (voluntary or otherwise) or ii) you are deemed for the purposes of any law to be unable to pay your debts or are insolvent or you suspend making or seek to re-scheduler making payments on any debts or announce an intention to od intention to did

- 2. We have not accepted your order until we confirm so in ustring, feither by invoice sent with Goods or otherwise! These terms and conditions shall govern the supply of our Goods unless Pearson Education. Penguin Books or Darling Kindersley has signed a negotiated agreement with you that includes terms that are inconsistent with the terms bearin fand then only to the sextent that the terms are inconsistent.
- We may accept your order in whole or in part. We reserve the right to withhold future deliveries in whole or in part. Any delivery dates given are estimates only and we are not liable in any excurristances for any loss whatsoever suffered or caused through late delivery or non-delivery.
- 4. The price of Goods is as shown on the invoice, unless we have made a pricing or invoicing error Prices are subject to change without price notification before Goods are invoice. You must raise any query you have regarding your invoice within 30 days of the date of the invoice or you will be deemed to have accepted it. The price is exclusive of any applicable value added or other tax which you shall be additionally liable to pay to us.
- 5. Goods will be sent to the delivery address shown on your invoice or to your designated shipper or agent or, if none is shown, to the person to whom the invoice is addressed I despatched. We will pay for delivery of Goods within the United Kingdom and the Republic of Ireland. For Goods to be delivered outside these areas we shall only pay for delivery to your UK shipper or agent unless we have agreed otherwise in writing. We can choose how we deliver the Goods unless we have agreed with your low the Goods will be delivered. We are not obliged to load or unload Goods on delivery. The price of the Goods does not include the curst of packaging, shipping and insurance. These crosts will be shown separately in the relevant invoice and will be charged to you unless we have previously agreed otherwise. You shall be responsible for any traves and duries payable in respect of unviscos sales. We may charge any extra costs incurred by us in meeting your order requirements including orders below a minimum vice and deliveries to an address other than your usual business address. We may also charge a handling fee for credit card. payments over 15000.
- 6. (a) You undertake that you will not, without our prior written consent, export or re-export any Goods. (i) in the case of Goods shipped within the European Economic Aira (EEA), oursuld those countries which are part of the EEA, or (ii) in the case of Goods shipped to a country outside the EEA ourside the country to which originally delivered.
  - (b) If you do not comply with the condition set out in 6(a), we are entitled to refuse to deliver to you in future We may also invoice you for any additional amount that we would have charged outcomers in the country to which you have allowed the Goods to be exported/re-exported without our permission.
- 7. If you do not have an agreed credit account with us, your order will only be accepted against prepayment in full. If you have an agreed credit limit and you are within this limit, payments for Goods supplied must be received by us in cleared funds on or before the last bustness day of the mentils following the month of invoice unless we agree otherwise in writing (the 'due date'). Payment may not be withheld or delayed by you for any reason, including for unauthorised returns, without our prior written agreement. You agree that we may charge interest on any invoiced amounts which are unpaid.

at the due date at a rate of 4% above the variable base rate of HSBC Bank Pic. Your credit account (if any) and all impaids sums owed by you to us howover? arising will become payable immediately on the occurrence of an Insobrency Event. We reserve the right to review, amend and/or withdraw any credit facilities at any time. You may not make any ideductions or set-off, whether legal or equitable, from any amounts you owe us without our price agreement.

- (a) With the exception of defective Goods:
  - (ii) Old editions or out of print editions may be returned within 3 months of the publication of a new edition or the title going out of print, provided such returns are made within 15 months of original supply.
  - (ii) Pearson Education Limited: Other returns will only be accepted from UK and European trade customers after 3 months but within 15 months of the invoice date.
  - (iii) Penguin Books limited and Dorling Kindersley limited We will not accept returns of Goods unless we have previously authorised them in writing. If we do agree to accept returns of any Goods you must pay for shipping/postage and insurance of the returned Goods. The foregoing provisions do not apply if you are returning any Goods via Industry Returns Initiative (IRI) in which case you must comply with their goldelines, (as issued from time to finne).
  - (iv) Other returns will not be accepted unless:
  - A returns request is made in writing giving details of the relevant ISBN numbers and quantities of each title; and
  - b. Having reviewed the request we inform you in writing of those Goods which
  - returns are accompanied by a returns authorisation number
  - (b) If any Goods are defective we will either give you credit for them or, at our option, replace them. We will only consider any claim for credit or replacement stock if such a claim is received in writing at our customer operations centre in Harlow no more than 14 days after the day our received the Goods.
- (c) Unauthorised returns will, at our discretion, be sent back to you at your risk and expense.
- (d) With the exception of defective goods, we will not accept items for credit unless they are in resolvable condition. Credit will not be given for any Conds received that are price strekered, security tagged, damaged or defeored in any way.
- (e) All parcels returned by you should be clearly marked as "Returned Goods" and should include:
  - A packing list (including titles, quantities and iSBNs of the Goods requested to be interest.)
  - (iii) Full details of the reason for the return;
  - full Relevant invoice numbers:
  - (iv) Returns authorisation number (where supplied)

Only complete books may be returned and not title pages unless otherwise authorised in advance by us in writing. We reserve the right to refuse to credit any Goods you return where no evidence of purchase is provided.

- f) All returns should be delivered by a carrier who can provide proof of delivery. We are not liable for any returns lost in transit. Returns remain your responsibility and property until receipt in our warehouse. You are hable for any shortages or damages during transit. Except for defective Goods all returns are made at your expense and au untilingly we will not accept any charges levised by shipping/transport agents. We are not responsible for any goods of other companies which you return to us in error.
- (g) If we notify you that we wish to recall Goods for any reason, you shall comply with our request immediately. If this happens you shall be critical to return all unsold stock of that publication for credit finduling the expenses of shipping) and we shall have no forether fieldlife to vote.
- You must not, and where applicable must ensure that your customers do not, after the Goods including their bindings or covers, without our prior written consent.
- 10 Goods which are new titles may be sold only on or after the advised publication date (for sale from date) as indicated on the invoice. We may limit supply to you in future if you do not addrest os such advised publication date.
- 11 The risk in the goods passes to you on delivery. You are responsible for insuring against the risk of damage to or loss of the Goods from the time of delivery. Where Goods are delivered at our premises, this will be when we notify you that the Goods are available for rollection or if you fail to take delivery of the Goods. The time when we trued to deliver the Goods to You Will insure such Goods. Welenver located, for an amount which is not less than the purchase price due to us (noting our interest in the Goods on the policy) and if so requested by us, provide evidence that such historiance is in place. Until we have been paid for any and all Goods that we have delivered to you, you will hold the movely received from any insurance claims relating to the Goods on trust for us and will keep those moneys in a separate account.
- 12. Retention of title
  - (a) Title to the Goods shall not pass to you unless and until we have received payment in full (in each or cleared funds) of the price of the Goods. Furthermore, title shall not pass to you until we have also received payment for the full price of any other Goods we have delivered to you.
  - (b) Until title in the Goods has passed to you, you shall (i) store such Goods in a safe and proper manner separate from all other goods, dearly marked as our property (which shall not be removed or obscured) (ii) keep the Goods in good condition; and (iii) not pledge or allow any lien, charge or other interest to arise over the Goods. You mevocably agree that until we have been paid in full for any and all Goods that we have delivered to you, we may enter any premises where our Goods are stored or where we reasonably think our Goods are stored to check your compilance with this clause, or to repossess and resed the Goods.

- In relation to any Goods delivered to you we hereby grant you a self the Goods in the normal course of your business and pass vit Goods to your customers. If they are purchasing in good fail native of our rights. We shall be entitled to revoke your fromcer Goods at any time. Your Benne to self the Goods shall be aust and immediately revoked on the occurrence of an Inollvency for shall northy in forthwish if you wash to appoint an administrator of yourself or if you are aware of any such intention on the pai
- (d) The retention of fitle by us in any Goods pursuant to this clause affect our right to maintain an action for the price of suctremination of any agreement for the supply and sale of Goods affect our rights under these terms and conditions.
- 13. Subject as expressly provided in these terms and conditions all wanditions or other terms implied by statute or common law are excludiblest extent permitted by law.
- 14. Except in respect of death or personal injury caused by our negligenes to the extent permitted by law, we shall not be liable to you by reast persentation, or any implied warranty, condition or other term, or as cummon law, or under these terms and conditions, for any consequent damage (whether for loss of profit or otherwise), costs, expenses or oil of consequential compensation whatsoever which arise oil of or in exith the supply of the Goods or their use or resale by you, except as provided to these terms and conditions.
- 15. Save as and to the extent provided by these terms and conditions, we say circumstances be liable to you in respect of any less of whater occurring to you arring from the supply of Goods or from non delivery delivery, damage to or loss of the Goods owing to any cause not voortrol including (without limitation) fire, flood, acrident, stiff breakfown, shartage of supplies, fiot, lock-out, trade dispute, industrierrorism, nuclear accident, war, insurrection or imposition of straction denostic or overseas government, international organisation or authority.
- 16. You shall notify us immediately in writing of any claim for infringens patent, copyright, design, trade mark or other industrial or intellectual rights in the Goods of which you become aware.
- 17. The Goods have, where applicable, been safety tested in accordance idevant EU legislation for as long as our UK-edition remains in print, responsibility to ensure that the Goods comply with any other to requirements before you self them in any country.
- 18. Our employees or agents are not authorised to make any regrouscening Conds. By accepting delivery of the Gords covered by if you acknowledge list you do not rely or, and warve are claim for breaster, representations although fraudulers misrepresentations are or copy of this claim.
- 19. No variation to these terms and conditions shall be binding unless setting between authorised representatives of you and us. No infrastruction granted to respect of any right of ours shall prejudice the any other right.
- 20. Any clause or part of any clause which shall be held by any court legally enforceable shall be struck out but shall not prejudice the enfo of the remainder of the clause and these terms and conditions.
- 21. On the occurrence of any Insolvency Event, we shall be entitled to immediately any agreement for the supply of Goods and we shall be suspend all further delevenes without liability to you. If any digreement between a publisher and us expires or is reministed for any; nay terminate any agreement for the supply and sale of Goods on the ad-conditions immediately or at any time afterwards in relation to applied by that publisher. The terministion of any agreement for the Goods on these terms and conditions shall not affect any rights or obline parties a ringing force such terministion.
- 22. Any agreement for the supply and safe of Goods on these terms and shall be governed by the law of England and you submit to the non jurisdiction of the English courts.

Versie

#### MB-IG84-INV#04102017a.xlsx

C&N Logistics 601 East Railroad Street

Waverly TN 37185

Bill To: MBS Textbook Exchange 2711 West Ash Columbia, MO. 65203

Inv# 04102017a

Vendor Order Ref: IG84

C&N Ref: IG84

April 10, 2017

ISBN	Author	Title	Pub.	Price New	New Qty.	Price Used	Used Qty	Extended Sell
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9780134206325	MACIONIS	SOCIETY:BASICS-TEXT	PEARSON	\$101.55	100			\$10,155.00
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DOMESTIC ACH INSTRUCTIONS

**Tadley Payment Services** Name on Account - Tadley, Inc. Account Number - 457031485807 ABA Routing Number - 122101706

Bank Name / Address - Bank of America / 900 W Trade Street, Charlotte, NC, 28255 USA, 800-360-5080. TADLEY, INC. IS A PAYMENTS PROCOSSING COMPANY CONTRACTED BY C&N TO RECEIVE PAYMENTS

**Book Total:** 

\$82,725.21